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**EXHIBIT 1-R**  
**EBO Reorganization Support Services**



## Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 377759 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C74 (formerly 4400011341 dated 1/17/2018 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's  
Legal Name: PricewaterhouseCoopers LLP

Total Number of Pages: 9

Contractor's  
Address: 300 Madison Avenue  
New York, NY 10017

Project Name: Electric Operations Reorganization Support

Job Location: 77 Beale St.

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

PG&E is seeking assistance from PwC in the EO reorganization and stabilization effort that will include supporting leadership interviews, preparing materials for, and facilitating, workshops, and providing industry perspectives on reorganization and operating model definition leading practices.

**ATTACHMENTS:** Each of the following documents are attached to this CWA and are incorporated herein by this reference:  
Attachment 1: PwC SOW + Exhibit 1, pages 1-7

**CWA TERM:** This CWA is effective upon signature by both parties and expires on August 30, 2019. Time is of the essence.

**CWA COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of August 30, 2019.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

**TOTAL:** Total estimates fees and expenses not to exceed \$625,000

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	DocuSigned by:  713DC81A100B46B...	Signature	
Name	[enter Name] Rita Manzana	Name	Todd Jirovec
Title	[enter Title] Supervisor, Sourcing	Title	Principal
Date	8/29/2019	Date	7/22/2019



ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Represent	
Phone	[enter #]	Phone	
Email	[enter Address]	Email	
Accounting Reference	[enter Account # if known or Delete]		
PG&E Work Supervisor:	[enter Name]	Phone:	[enter #]
<b>INVOICE INSTRUCTIONS:</b> As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status.  In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	[Name] [Street Address/Mail Code] [City, State Zip Code]	

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law





## EXHIBIT 1

### Subcontractor and Supplier Utilization Plan Instructions Pub. 12/05/18

- 1.2. Providers of Restricted Services are limited to second tier and may not subcontract the Work. Restricted Services currently includes Freight Haulers and Vegetation Management; however, this may be expanded to include others in the future. (Ex: Prime > Vegetation Management Subcontractor).
- 1.3. A 3rd-party logistics provider or qualified freight broker may be utilized to directly subcontract the Work to Freight Haulers, however, Freight Haulers may not subcontract the Work to other Freight Haulers. (Ex: Prime > Qualified Freight Broker > Freight Hauler or Prime > Freight Hauler).
- 1.4. Refer to the Allowable Tier Matrix for further detail.

#### 2. Subcontractors / Suppliers

- 2.1. Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.
- 2.2. Subcontractors (Subs) are contractors that have been retained by a primary contractor, or any subcontractor at lower tiers, to provide services on behalf of PG&E.
  - 2.2.1. A - General Engineering Contractor: A contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill.
  - 2.2.2. B - General Building Contractor: A contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure.
  - 2.2.3. C - Specialty Contractor: A contractor whose operations as such are the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.
  - 2.2.4. D - Restricted Services Providers include, but are not limited to, Freight Haulers and Vegetation Management Providers.
- 2.3. Services for which Subcontractors and Suppliers shall be listed on the Exhibit 1A include, but are not limited to:
  - 2.3.1. Construction Services: All aspects of: constructing, fabricating, installing, erecting, maintaining, performing integrity digs on, and performing turnaround services on, pipelines, buildings, plants, and facilities of all types. Additionally, subcontractor team members who provide construction, general construction, heavy machinery, and other construction services will be included in this group of services.
  - 2.3.2. Industrial Service Vendors (ISV) are typically subcontracted for specializing in specific construction work scope such as hydrotesting and surveying.
  - 2.3.3. Professional and Consulting Services: Individuals who provide your company with specialized service, including but not restricted to lawyers, accountants and management consultants. Including, but not limited to environmental and land consultants, human health and risk assessment providers; other select professional services may be included, as needed.
  - 2.3.4. Niche Professional or Consulting Service: An organization that specializes or has a forte in a particular industry or field.
  - 2.3.5. Local Hire Suppliers: Select subcontractors with specific project geography support in facilitating local and/or union hiring.



## EXHIBIT 1

### Subcontractor and Supplier Utilization Plan Instructions

Pub. 12/05/18

Prime Contractor/Supplier shall provide a signed Subcontractor and Supplier Utilization Plan (Exhibit 1A) prior to the performance of Work with a list of all Subcontractors and Suppliers. In the event of any change in subcontractors or suppliers, Prime Contractor/Supplier shall submit an updated and signed Subcontractor and Supplier Utilization Plan (Exhibit 1A) to PG&E prior to performance of the Work. Plan must be completed. Respond "N/A" if not applicable. See further instructions below.

#### Prime Contractor/Supplier Information:

Prime Contractor / Suppliers CPUC and Small Business Status

Indicate "yes" or "no" to indicate whether Prime Contractor / Supplier is CPUC Clearinghouse certified. If certified please provide the Verification Order Number (VON).

To find the VON Number, access:

- CPUC Clearinghouse Database:  
<https://sch.thesupplierclearinghouse.com/frontend/searchcertifieddirectory.asp>

Indicate "yes" or "no" to indicate whether Prime Contractor / Supplier is Small Business certified. If certified please provide the small business certification number.

To find out more about Small Business certification, access the following sites:

- California Department of General Services (DGS):  
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
- U.S. Small Business Administration (SBA): <https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business>

#### Prime Contractor / Suppliers Estimated Amount to be Paid to All Subcontractors / Suppliers

Provide the estimated dollar amount to be paid to all subcontractors for the duration of the contract term by the following categories: a) all subcontractors and suppliers b) small business certified suppliers only and c) CPUC certified businesses only. The estimated dollar amounts may be reflected in one or more categories.

If 100 percent of the work will be self-performed by the Prime Contractor/Supplier, indicate "0" for each category.

Refer to the links above to locate potential CPUC and Small Business-certified subcontractors and suppliers.

#### 1. Tier Level

- 1.1. For most Services, lower tier subcontractors are not allowed below three sub-tiers. (Ex: Prime > Subcontractor 1 > Subcontractor 1.1 > Subcontractor 1.1.1).





## EXHIBIT 1

### Subcontractor and Supplier Utilization Plan Instructions

Pub. 12/05/18

**2.3.6.** Restricted Services: Freight Haulers (FH) are business entities operating commercial vehicle with a Gross Vehicle Weight Rating (GVWR) of 55,000 pounds or greater either for commercial or private use.

#### 3. Emergency Point of Contact

3.1 Please include the best point of contact and phone number for use in the event of an emergency.

#### 4. Contractor's License # and/or Motor Carrier Permit #

- 4.1. Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable) along with the type of License or Permit.
- 4.2. The MCP (Motor Carrier Permit) is issued to the motor carrier as evidence the carrier has registered their CA# with the DMV, as required by CVC (California Vehicle Code) Section 34620.
- 4.3. Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License or MCP.
- 4.4. Subcontractors and Suppliers may have both a California Contractor's License Number and a MCP. If this is the case, please include information for both.
- 4.5. Special Permit Requirements:
  - 4.5.1. Freight Haulers needing Special Permit for transferring atypical extra wide or heavy loads and/or hazardous or flammable materials. Applicable permit retention includes but not limited to below lists.
  - 4.5.2. Oversized Load - California Transportation Permit - Issued for movement of non-divisible (exceeding applicable length, width, height, or weight limit) loads, not circumventing California Vehicle Code requirements.
  - 4.5.3. Hazardous Material Load - Federal Motor Carrier Safety Administration (FMCSA) requires motor carriers to obtain a Hazardous Materials Safety Permit (HMSP) prior to transporting certain highly hazardous materials.
  - 4.5.4. Flammable Load - Every motor carrier who transports the following hazardous materials in California must have a hazardous materials transportation license (California Hazardous Material Transportation License) issued by California Highway Patrol.

#### 5. Description of Work to be Performed or Major Materials to be Supplied

- 5.1. Provide a description of the work to be performed or major materials to be supplied by the Subcontractor or Supplier.

#### 6. Is excavation to be performed?

- 6.1. Indicate whether the work to be performed by each Subcontractor or Supplier includes excavation by responding "Yes" or "No." Refer to [Section 4216 of the California Government Code](#) for the definition of "excavation."

#### 7. Gold Shovel Status

- 7.1. Indicate the Gold Shovel Status for each Subcontractor or Supplier by responding as appropriate:
- 7.2. "N/A" for Subcontractor or Supplier who will not perform excavation work.



## EXHIBIT 1

### Subcontractor and Supplier Utilization Plan Instructions Pub. 12/05/18

- 7.3. "Active" for Subcontractor or Supplier with an active Gold Shovel Certification.
- 7.4. "Inactive" for Subcontractor or Supplier that does not have current Gold Shovel Certification. Attach an explanation to Exhibit 1A indicating when Contractor anticipates Subcontractor or Supplier will obtain Gold Shovel Certification.
- 7.5. To determine status or to find potential subcontractors, access the following site:  
<http://www.goldshovelstandard.com>.
- 8. Risk Level**
- 8.1. Indicate whether each Subcontractor or Supplier will be performing low, medium, or high risk work by responding "Low", "Med", or "High". Refer to PG&E's Contractor Safety Program Contract Requirements at <http://www.pge.com/contractorsafety> for risk definitions.
- 9. ISN ID# and/or PG&E Qualified Vendor #**
- 9.1. Provide ISNetworld (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.
- 9.2. Respond "N/A" for any Subcontractor or Supplier performing low risk work.
- 9.3. Respond "None" if Subcontractor or Supplier has not completed ISN prequalification. Attach an explanation to Exhibit 1A explaining when Contractor anticipates Subcontractor or Supplier prequalification will be complete.
- 9.4. Subcontractor or Supplier may have both an ISN ID Number and a PG&E Qualified Vendor Number. If company has both, please list ISN ID Number first.
- 9.5. ISNetworld Prequalified**
- 9.5.1. Indicate whether Subcontractor or Supplier performing medium to high risk work is Prequalified in ISN by responding "Yes" or "No." Respond "N/A" for each Subcontractor or Supplier performing low risk work.
- 9.5.2. To determine prequalification status or to find potential subcontractors, access the following site: [https://www.pge.com/en\\_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page](https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page).
- 10. Union Signatory**
- 10.1. Indicate whether Subcontractor or Supplier is signatory to a labor union by responding "Yes" or "No."
- 11. Signature / Attestation**

Please sign, date and indicate the revision number certifying that the information provided on this form is true to the best of your knowledge. Note: The information provided may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.





## EXHIBIT 1A

Prime Contractor/Supplier Name:	PG&E Contract # (if any):		Contract Duration	From:	To:
Employer Identification # (EIN):	Total Bid/Contract Value:		Total Amount to be Self Performed:		
PG&E Project/Product:	Is Prime Contractor/Supplier CPUC Clearinghouse Certified?		Yes	No	VON #:
Name of Preparer:	Is Prime Contractor/Supplier a Registered Small Business Certified?		Yes	No	Small Business #:
Preparer E-Mail:	Estimated Amount to be Paid to all Subcontractors (Subs) and Suppliers (\$): (for the duration of the contract)				
Preparer Contact Phone:	Subs and Suppliers:		Small Businesses: CPUC Certified Businesses:		

[illegible]

56 The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Indicate All Subcontractor(s) and Supplier(s) of any tier prior to performing Work on designated project. Submit Exhibit 1A to best demonstrate your plan for the indicated services.

in the event of a change in planned Subcontractor(s) or Supplier(s) of any tier, submit a revised Exhibit 1A prior to performing the Work via the method outlined in the contract or work authorization. Refer to Exhibit 1 for additional instructions on completing this form.

~~Refer to Exhibit 1 for additional instructions.~~  
~~Please include additional sheets as needed.~~

N/A - NO SUBCONTRACTORS USED

(11) Signature

Todd P. Moore  
d is true to the best of my knowledge

hereby certify that the information listed is true to the best of my knowledge.

Date \_\_\_\_\_

08/29/2019

Rev. #:



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**MATTER NO.**


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**TOTAL PAGE COUNT:** Page 1 of 7

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**CONSULTANT or CONTRACTOR LEGAL NAME:** PricewaterhouseCoopers LLP  
 300 Madison Avenue  
 New York, NY 10017

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**ADDRESS:**


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**CONSULTANT REPRESENTATIVE NAME:** Todd Jirovec, Principal

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**PG&E CONTRACT ADMINISTRATOR:** Linda Winter

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**PHONE:** 415-973-9191

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**PROJECT TITLE:** Electric Operations Reorganization Support

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**PG&E WORK SUPERVISOR:** Sumeet Singh

---

**PHONE:** 415-671-9339

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**DATE PREPARED:** 6/27/19

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**PREPARED BY:** PG&E

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**REQUIRED START DATE:** 7/1/2019 Contractor shall commence performance hereof when authorized to do so by PG&E.

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**REQUIRED COMPLETION DATE:**


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**CWA PRICING:** TOTAL: \$625,000

☐ NOT TO EXCEED

☒ FIRM FIXED PRICE

☐


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**DESCRIPTION OF WORK SUMMARY:** All related work and information associated with the project is detailed in Exhibit 1, Statement of Work.

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**DESCRIPTION OF WORK:**

See Exhibit 1 – STATEMENT OF WORK. The terms of Master Services Agreement 4400011341 between PG&E and PricewaterhouseCoopers LLP are incorporated herein by reference.

**Exhibit 1:  
STATEMENT OF WORK  
Pursuant to  
MASTER SERVICES AGREEMENT**

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail.

**I. PURPOSE AND SCOPE**

Our Understanding:

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, Deliverables, timing, staffing, and fees for this project.

PG&E is leveraging the Electric Business Operations (EBO) team to serve as the PMO for the reorganization effort and coordinate all aspects of the reorganization, including facilitating L1 Leadership working sessions, developing fully detailed org charts, liaising with HR, developing communications for employees, and driving the timeline for the reorg / stabilization. This group will continue to drive the reorganization and will work with Human Resource Business Partners (HRBPs) and respective L1 teams to finalize a handoff for the organization stabilization.

PG&E is seeking assistance from PwC in the EO reorganization and stabilization effort that will include supporting leadership interviews, preparing materials for, and facilitating, workshops, and providing industry perspectives on reorganization and operating model definition leading practices.

**II. PARTIES' RESPONSIBILITIES**

**2.0 PG&E Responsibilities**

PG&E will maintain ownership and accountability of all Electric Operations reorganization Deliverables related to the design, documentation, and execution of the reorganization plan. These include but are not limited to:

- Organization charts including people realignment
- Job descriptions and job leveling decisions
- Implementation plans including change management
- Governance framework
- Communications and employee engagement
- HR and Finance systems updates

**2.1 Services to be provided by PwC:**

You are engaging us to provide the following services (the "Services"):

<b>Reorganization and Stabilization PMO Support</b>	
<b>Overall EO Organizational Design Support</b>	<ul style="list-style-type: none"> <li>• Support EBO team in incorporating organizational design feedback from EO Leaders, and other primary stakeholders</li> <li>• Facilitate discussions regarding work type ownership</li> <li>• Support work demand and supply analysis to assist leadership team in determining final headcount in each function</li> <li>• Coordinate with support functions (e.g., Finance) on change impacts (e.g., PCC node mapping)</li> <li>• Support developing implementation roadmap and transition plan</li> <li>• Consolidate and summarize roles and responsibilities descriptions for EO Leadership positions (e.g., Directors and above)</li> </ul>
<b>Governance Model Support</b>	<ul style="list-style-type: none"> <li>• Support EBO team in establishing a baseline of the current state governance model, including meetings and planning processes</li> <li>• Review current state governance plan and provide recommendations, with associated roadmap, on how to increase efficiency and effectiveness of governance model</li> <li>• Provide industry leading practices and analogs to improve governance model based on finalized organizational design</li> </ul>
<b>Deep-Dive Organizational Design Support</b>	<ul style="list-style-type: none"> <li>• Support L1 leaders in establishing new organizations (e.g., Major Projects and Program) by providing perspectives on industry benchmarks and practices</li> <li>• Conduct listening sessions in addition to those already conducted by PG&amp;E and leadership working sessions (e.g., General Construction) as needed to identify org design considerations</li> <li>• Support workshops on organizational capabilities, including governance, controls, and reporting</li> </ul>
<b>Executive Reporting and Program Mgmt. Support</b>	<ul style="list-style-type: none"> <li>• Compile updates for EO leadership discussions</li> <li>• Prepare materials as needed to support Senior Team discussions</li> <li>• Assist EBO team with weekly status updates as needed</li> <li>• Support EBO team in incorporation of Plan of Restructuring requirements and/or other corporate-wide reorg guidance as needed</li> <li>• Provide data analytics support (e.g., data visualization) as needed to assist with reporting and documentation</li> <li>• Assist EBO and corporate communications team as needed with employee engagement efforts and/or feedback gathering</li> </ul>



## 2.2 Deliverables:

We will provide Deliverables in accordance with the scope of work identified in section 2.1.

The Deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams via a change order. This SOW will include the following Deliverables:

<b>Reorganization and Stabilization PMO Support</b>	
<b>Overall EO Organizational Design Support</b>	<ul style="list-style-type: none"> <li>Organizational charts (within Org Builder tool) down to the individual contributor role in coordination with HR and EBO</li> <li>Executive-level organizational chart summaries</li> <li>Alignment of work type by L1 leadership organization</li> <li>Estimated timeline of reorganization (based on HR input) including transition plan template for execution organizations</li> <li>Consolidated "Core Work" summary of strategic intent and roles and responsibilities across EO leadership positions</li> </ul>
<b>Governance Model Support</b>	<ul style="list-style-type: none"> <li>Current state governance model for EO Senior Leadership</li> <li>Governance model analysis and future state roadmap</li> </ul>
<b>Deep-Dive Organizational Design Support</b>	<ul style="list-style-type: none"> <li>Organization capability issue identification (as requested)</li> <li>Process ownership issue identification (as requested)</li> <li>Workshop(s) focusing on identifying organization process and/or capability pain points for further assessment</li> </ul>
<b>Executive Reporting and Program Mgmt. Support</b>	<ul style="list-style-type: none"> <li>Executive summaries of EO Reorg progress and future plan</li> <li>Senior Team updates (as needed)</li> <li>EO Listens and/or other communications support (as needed)</li> <li>Summary of impact of corporate guidance (as needed)</li> </ul>

Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

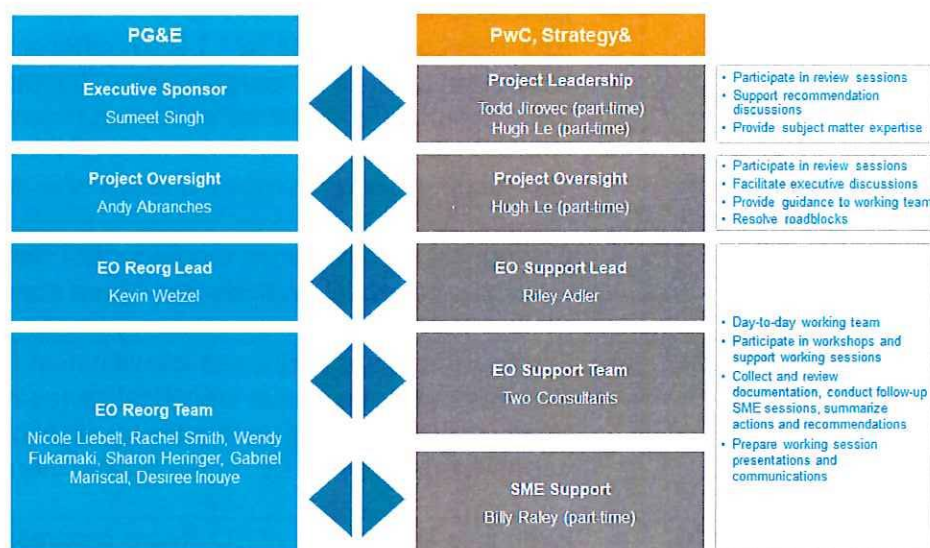
### Key Assumptions

- For estimates and data pertaining to data associated with the scope of work, PwC shall rely on information provided by PG&E
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such

Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change

## 2.3 Proposed Team Structure

The PwC team will work under the direction of Sumeet Singh and Andy Abranches on this engagement. An integrated team comprised of Strategy& consultants will execute the work streams identified. Additional input from PG&E leadership will guide the analyses. Further description of team structure and member roles are described in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

## 2.4 Timing

The timing of the Services is as follows:

Proposed Project Start Date:	July 1, 2019
Estimated Project Completion Date:	August 30, 2019

## 2.5 Your Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as Deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to Deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related Deliverables.



### III FEES, EXPENSES AND PAYMENT

#### Professional Fees, Expenses and Payment Terms:

- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement. Individual hourly rates vary according to the experience and skill required
- Estimated professional fees requested for the scope of work described above amounts to approximately \$569,000
- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed ten percent (10%) of labor fees estimated
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$625,000
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

#### Other Terms:

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request

#### PG&E and Consultant Work Supervisor Name, Number, and Email Address

PG&E Work Supervisor:

Sumeet Singh, Vice President EO Asset Risk Mgmt., Community Wildfire Safety Program

Phone: 415.671.9339

Email: [S1ST@pge.com](mailto:S1ST@pge.com)

PG&E Team Lead:

Andy Abranches, Senior Director Electric Business Operations

Phone: 925.953.3008

Email: [APA4@pge.com](mailto:APA4@pge.com)

Consultant Work Supervisor:

Todd Jirovec, Principal

Phone: 214.616.2977

Email: [todd.jirovec@pwc.com](mailto:todd.jirovec@pwc.com)



Consultant Team Lead(s):

Hugh Le, Director  
Phone: 720.284.2854  
Email: [hugh.le@pwc.com](mailto:hugh.le@pwc.com)

Riley Adler, Manager  
Phone: 346.262.9417  
Email: [riley.adler@pwc.com](mailto:riley.adler@pwc.com)

**Work Location(s)**

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA. Work will be coordinated through the PG&E work supervisor or designees.

**Other Items**

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

**PricewaterhouseCoopers LLP**

By:



Name/Title:

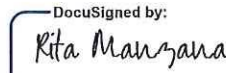
Todd Jirovec / Principal

Date:

08/29/2019

**Pacific Gas & Electric Company**

By:

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Name/Title:

Rita Manzana

Date:

8/29/2019

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